

GENERAL TERMS AND CONDITIONS

Clause 1 - Definitions

1.1 The following definitions apply for the interpretation of these General Terms and Conditions.

- 1° **General Terms and Conditions:** These general terms and conditions;
- 2° **Commencement date:** the date on which the Agreement is concluded in accordance with Clause 2.1 of these General Terms and Conditions;
- 3° **Special Conditions:** the entirety of the special conditions applicable to specific Services provided by the Service Provider to the Client, as described in the Engagement Letter and/or Quotation;
- 4° **Services:** the services that the Service Provider will provide to the Client, as described in the Engagement Letter and/or Quotation signed by the Client. These are always governed by these General Terms and Conditions and, where applicable, the Special Conditions;
- 5° **Service Provider:** the Belgian 'BV', or 'besloten vennootschap' (a private limited liability company) D&P NIEUWPOORT with its registered office at Robert Orlentpromenade 11A/0001, 8620 Nieuwpoort and with company number 0833.234.948 and/or the BV D&P DIKSMUIDE with its registered office at Grote Markt 41, 8600 Diksmuide and with company number 0470.882.243 and/or the BV D&P IEPER with its registered office at Ter Waarde 68, 8900 Ieper and with company number 0831.768.367 and/or the BV D&P MENEN with its registered office at Ieperstraat 434/101, 8930 Menen and with company number 0862.275.362 and/or the BV D&P ROESELARE with its registered office at Bruggesteeweg 311A/2.1B, 8830 Gits and with company number 0896.213.484 and/or the BV D&P WAREGEM with its registered office at Groenbek 10, 8790 Waregem and with company number 0629.760.721 and/or the BV D&P GENT with its registered office at Amelia Earhartlaan 19/203, 9051 Sint-Denijs-Westrem and with company number 0549.986.634 and/or the BV D&P AALST with its registered office at Beekveldstraat 68 A/C, 9300 Aalst and with company number 0435.102.012 and/or the BV KNOW HOW with its registered office at Groenbek 10, 8790 Waregem and with company number 0772.914.707 and/or the BV Digitect with its registered office at Amelia Earhartlaan 19/203, 9051 Sint-Denijs-Westrem and with company number 0753.614.873 and/or the BV D&P Sint-Niklaas with its registered office at Plezantstraat 8/B, 9100 Sint-Niklaas and with company number 0889.706.368 as confirmed in the Engagement Letter and/or Quotation;
- 6° **External Partners:** third parties that the Service Provider may engage for the provision of the Services;
- 7° **Client:** the natural person or legal entity that engages the Service Provider for the provision of the Services and has signed the Engagement Letter and/or Quotation for agreement;
- 8° **Employees:** staff members, employees of companies affiliated with the Service Provider, self-employed employees, subcontractors, consultants and any other natural or legal entities directly or indirectly involved in the provision of the Services;
- 9° **Non-Recurring Assignment:** a one-time and non-recurring assignment whose execution concludes the assignment;
- 10° **Quotation:** the written document signed by the Client in which the assignment, being the specific Services to be provided by the Service Provider, is determined insofar as it does **not** relate to professional activities as provided in articles 3 and 6 of the Act of 17 March 2019 concerning the professions of accountant and tax advisor and professional activities compatible with professional ethics, and to which the General Terms and Conditions and Special Conditions apply;
- 11° **Engagement Letter:** the written document that, in accordance with article 41 of the Act of 17 March 2019 concerning the professions of accountant and tax advisor, is signed by the Client in which the assignment, being the specific Services to be provided by the Service Provider, is determined insofar as it **only** relates to the professional activities as provided in articles 3 and 6 of the aforementioned Act, and professional activities compatible with professional ethics, and to which the General Terms and Conditions and Special Conditions apply;
- 12° **Agreement:** the agreement between the Service Provider and the Client that is concluded by the approval of the Engagement Letter and/or Quotation by the Client or the execution of the Recurring or Non-Recurring Assignment, including its annexes, these General Terms and Conditions, the Special Conditions, and the Data Processing Agreement;
- 13° **Parties:** the Client and the Service Provider;

- 14° **Privacy Legislation:** the Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ('GDPR'), the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and any Union or Member State regulations regarding data protection;
- 15° **Recurring Assignment:** an assignment that is recurring and does not meet the definition of a Non-Recurring Assignment as mentioned in Clause 1.1, 9° of these General Terms and Conditions;
- 16° **Data Processing Agreement:** the terms of the Service Provider applicable to the processing of personal data concerning the Client, which are always available at www.denp.be/verwerkersovereenkomst-gegevensbescherming. The Client confirms having taken note of this Data Processing Agreement prior to the conclusion of the Agreement and agrees to it;
- 17° **Working Hours:** Monday to Thursday between 08:00 – 17:00 and on Friday between 08:00 – 16:00, excluding public holidays.

These definitions also apply to the Special Conditions, unless expressly and in writing determined otherwise by the Service Provider.

- 1.2 All definitions defined in the plural have the same meaning in the singular, and vice versa.

Clause 2 - Formation of the Agreement

- 2.1 The Agreement is formed and commences on the Commencement Date, i.e.:
- 1) either at the moment the Engagement Letter and/or Quotation signed by the Client is received by the Service Provider and is also signed by the Service Provider;
 - 2) or at the moment the Service Provider begins executing the assignment (Recurring or Non-Recurring Assignment) at the Client's request, even if there is (as yet) no signed Engagement Letter and/or Quotation.
- 2.2 From the Commencement Date, all professional relationships between the Parties are governed by these General Terms and Conditions as well as the relevant Special Conditions.

Clause 3 - Hierarchy of provisions

- 3.1 The provisions of these General Terms and Conditions are always essential to and integrally applicable to every contractual relationship between the Parties, which is acknowledged and unreservedly accepted by the Client, whereby the latter waives any possible application of its own General Terms and Conditions.
- 3.2 The Service Provider has the right to amend the General Terms and Conditions during the term of the Agreement and will inform the Client of such changes. The General Terms and Conditions are always available at www.denp.be/algemene-voorwaarden and the most recent General Terms and Conditions apply. Unless the Client protests within eight (8) days from the notification to the Client of the relevant amended General Terms and Conditions or earlier if the Client proceeds to pay an invoice to which the amended General Terms and Conditions apply, the Client is deemed to agree with the most recent General Terms and Conditions.
- 3.3 In case of conflict or inconsistency between the documents of the Agreement, the following hierarchy applies, in the following descending order of priority:
1. The Engagement Letter and/or Quotation;
 2. The Special Conditions;
 3. The Data Processing Agreement;
 4. The General Terms and Conditions;
 5. The invoice terms of the Service Provider.

In case of conflict, the provisions as set out in the document with the highest hierarchy prevail, unless expressly and in writing agreed otherwise by the Service Provider.

- 3.4 The Client can store the Data Processing Agreement, the General Terms and Conditions, the Special Conditions, and invoice terms on a durable data carrier and will be informed of any changes affecting the contractual relationship between the Parties in a manner appropriate for remote communication.
- 3.5 The application of any purchase, sales, or any other terms of the Client is expressly excluded, unless expressly and in writing agreed otherwise by the Service Provider.

Clause 4 - Subject-matter

- 4.1 These General Terms and Conditions contain the general provisions and conditions applicable to the provision of Services to the Client by the Service Provider.
- 4.2 Depending on the Services agreed upon by the Client in the Engagement Letter or Quotation, Special Conditions shall also apply to the respective Services, which shall be attached to the Engagement Letter or Quotation. By signing the Engagement Letter or Quotation, the Client acknowledges and accepts these Special Conditions, which form an integral part of the Agreement.

Clause 5 - Duration

- 5.1 If the Engagement Letter or Quotation does not specify a term, the Agreement for Recurring Assignments is deemed to be entered into for an indefinite period, in which case either Party may terminate the Agreement at any time by registered letter, subject to a notice period of three (3) months.
- 5.2 For the application and calculation of the notice period, the date of the postmark of the registered mail is considered the date of giving notice. The registered mail is sent to the registered office of the Party or Parties, in the usual language of the Agreement. The termination takes effect on the first day of the month following the date of giving notice.
- 5.3 If the Agreement concerns the execution of a Non-Recurring Assignment, the Agreement is deemed to be entered into for a definite period starting on the Commencement Date. The Agreement terminates upon the performance of the agreed-upon Services, if applicable given the nature of the Services, upon the delivery of the agreed-upon results, or upon the expiry of the term. An Agreement for a fixed period cannot be terminated.

Clause 6 - Services

- 6.1 The Service Provider will perform its Services on a cost-plus basis, unless otherwise specified in the Agreement, and to the best of its ability. The Parties declare, to the extent necessary, that the Services assigned to the Service Provider should be qualified as an obligation of means.
- 6.2 The Services of the Service Provider may include advice and recommendations based on the information and documentation provided by the Client. The Client is thus obliged to provide the Service Provider with complete, accurate information in a timely manner, in accordance with Clause 7 of these General Terms and Conditions.
- 6.3 In case of abnormal delay in the performance of the Services, the Client has the right to terminate the Agreement by registered letter and without judicial intervention, provided that the Service Provider has still not delivered within a period of one (1) month after the Service Provider was given notice of default by the Client by registered letter. The Client expressly waives any other possible remedy, in particular the granting of any form of compensation.
- 6.4 Any delay caused by a delay in providing necessary information or documentation by the Client or a third party is outside the responsibility of the Service Provider. The Client waives its right to terminate and acknowledges that any delivery times may be modified, or at least proportionally extended in case of delay, regardless of whether the Service Provider has committed to a specific delivery time.

Clause 7 - Cooperation

- 7.1 The Client will cooperate with the Service Provider in the execution of the agreed Services by the Service Provider, including, without limitation, by providing the Service Provider with reasonable facilities and timely access to the Client's data, information, and personnel. The Client is responsible for the performance of its personnel, its intermediaries, for the accuracy, completeness, and timeliness of all data and information provided to the Service Provider for the execution of the agreed Services.
- 7.2 Unless otherwise agreed, the Service Provider is not obliged to verify the accuracy and completeness of the information provided by the Client or its appointee(s) nor the reliability of the deeds, contracts, inventories, invoices, and evidence of all kinds entrusted to or presented to the Service Provider as probative documents or as documents that should serve as such. The Service Provider may be assisted by Employees or experts of its choice.
- 7.3 The Service Provider is not deemed to have knowledge of information from other assignments in the performance of the Services, except to the extent specified in the Engagement Letter or Quotation.
- 7.4 The Client is obliged to provide all information, documentation, and explanations fully, accurately, and non-misleadingly and in a timely manner to the Service Provider. The Client is responsible for immediately informing the Service Provider of any changes regarding the provided information or statements, as soon as it is no longer possible to continue with them or as soon as the previously submitted information and assumptions to the Service Provider are no longer justified.

- 7.5 The Client indemnifies and holds the Service Provider harmless for any damage or loss that may arise from incorrect, late, or incomplete information provision, without prejudice to the Client's obligation to fully compensate the damage or loss suffered by the Service Provider. The Client is responsible for, acknowledges, and accepts the consequences of untimely, incomplete, or incorrect information provision.
- 7.6 If the Client fails to provide the Service Provider with the relevant information and explanations necessary for the proper performance of the Agreement, this may lead to a reservation in delivering any Services that the Service Provider must provide under the Agreement. Additionally, the Service Provider has the right to suspend the Services or terminate the Agreement to the detriment of the Client, in accordance with Clauses 17 and 20 of these General Terms and Conditions.

Clause 8 - Responsibility

- 8.1 The Service Provider can only be bound by documents, records, advice, analyses, and calculations that are in written form and signed by the authorised person within the Service Provider and presented to the Client.
- 8.2 Draft documents, records, advice, analyses, and calculations presented to the Client or oral advice communicated to the Client do not bind the Service Provider. The Service Provider bears no responsibility for the content or use of such draft documents or oral advice, except when their content is established in accordance with Clause 8.1 of these General Terms and Conditions.
- 8.3 In exceptional circumstances, the Service Provider may decide to amend or withdraw documents, records, advice, analyses, and calculations when this, in its professional judgment, seems appropriate. This is the case, among other things, if facts or circumstances become known that were unknown at the time of drafting documents, records, advice, analyses, and calculations or could affect their content.
- 8.4 Under no circumstances can the exercise of the right to amend or withdraw as described in Clause 8.3 of these General Terms and Conditions be seen as an obligation of the Service Provider or as an acknowledgment of any error or mistake on the part of the Service Provider.
- 8.5 Documents, records, advice, analyses, and calculations are intended solely for the benefit and use of the Client and, if applicable, limited to the purpose described in the Engagement Letter or Quotation, and may not be disclosed to any third party or used for another purpose without the prior written consent of the Service Provider.
- 8.6 The Service Provider bears no responsibility or liability towards any third party who may come into possession of documents, records, advice, analyses, and calculations made for the benefit of the Client in accordance with the Engagement Letter or Quotation.

Clause 9 - Intellectual property rights

- 9.1 The Client is granted only a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Services performed by the Service Provider, the associated documentation, and confidential information. This right of use is only granted from the moment and subject to full payment of all invoices, as well as all other amounts owed by the Client to the Service Provider.

Clause 10 - Payment of invoices and rates

- 10.1 The prices of the Services of the Service Provider are exclusive of VAT, unless otherwise stipulated.
- 10.2 The invoices of the Service Provider are due by the Client and payable in cash within fourteen (14) calendar days from the invoice date. If invoices are not paid within fourteen (14) calendar days from the invoice date, the amount due is automatically and without notice increased by a late payment interest in accordance with the Act on Late Payment in Commercial Transactions of 2 August 2002.
- 10.3 Amounts still owed to the Service Provider after the due date will be increased by a fixed compensation of 12% of the unpaid invoice amount with a minimum of 100.00 euros, without prejudice to the right of the Service Provider to claim higher compensation. The aforementioned fixed compensation covers only the internal operating costs and does not cover any legal costs, such as, among others, attorney fees and charges.
- 10.4 In the absence of payment of the full invoice on the due date, all other outstanding claims against the Client will become due by operation of law and without prior notice of default.
- 10.5 Partial payments are always accepted subject to all reservations and without any prejudicial acknowledgement and are allocated in priority to any legal costs incurred, then to the accrued interest, then to the penalty payment, and finally to the principal sum. Each invoice is payable in full without discount, set-off, or compensation.

- 10.6 The Service Provider may request one or more advance payments. These advances will then be settled in the final statement of costs and fees.
- 10.7 Unless expressly agreed otherwise, the Service Provider has the right to change the rates once a year (i.e., on 1 December of the year) based on the consumer price index applicable for the month of November of the year in which the rates are changed. The consumer price index is always available at:
<https://statbel.fgov.be/en/themes/consumer-prices/consumer-price-index>
- 10.8 The revision according to the previous paragraph is done using the formula $PN = PO \cdot (SN/SO)$, where:
- PN = Adjusted fee
 - PO = Fee at the start
 - SO = Consumer price index on which the fee is based
 - SN = Consumer price index valid at the time of revision
- 10.9 In addition to indexation, the Service Provider has the right to change prices based on objective changes in current market conditions, including, but not limited to, a general price increase of software licences, telecommunications, electricity, and price increases resulting from government decisions. The Service Provider will inform the Client of any price change at least one (1) month before its implementation, if reasonably possible.
- 10.10 If the Client does not accept the changes according to the previous paragraph, the Client must terminate the Agreement within eight (8) days after the aforementioned notification, by registered letter. If the Client does not exercise the aforementioned right of termination within this period or has paid any invoice/fees of the Service Provider with the adjusted prices, it is assumed that the Client agrees with the change or adjustment and continues the Agreement tacitly.
- 10.11 All disputes regarding costs and fees must be submitted with justification in writing by registered mail to the Service Provider within fourteen (14) days of the invoice date. If no (timely) dispute reaches the Service Provider, it is assumed that the Client agrees with the invoiced Services.

Clause 11 - Confidentiality

- 11.1 Confidential information (hereinafter '**Confidential Information**') means all information communicated by the Service Provider to the Client in the context of the performance of the Agreement, which the Client knows is designated as confidential or reasonably should know is of a confidential nature, except for information that the Client can prove:
- was made public without breaching the provisions of the Agreement;
 - was lawfully obtained from a third party who is not bound by a confidentiality obligation regarding this information;
 - was developed or discovered independently by the Client.
- 11.2 The Client undertakes to:
- use the Confidential Information only in the context of the performance of the Agreement;
 - not to disseminate or make it available, in whole or in part, orally or in writing.
 - not to disseminate or make it available to third parties, unless with prior written consent from the Service Provider, or unless under the conditions of these General Terms and Conditions, except for mandatory disclosure under legal regulations or by court order.
- 11.3 The Client undertakes to inform its appointees, Employees, and subcontractors about the confidentiality obligations under this Agreement.
- 11.4 Upon termination of the Agreement, the Client will destroy or return all Confidential Information received under the Agreement to the Service Provider, except for the legal obligation for the Client to retain the information longer.
- 11.5 The Parties already agree that an amount of 5,000.00 EUR is due per breach of this Clause 11 of the General Terms and Conditions by the Client, without prejudice to the right of the Service Provider to claim compensation for the actual damage suffered.

Clause 12 - Non-solicitation

- 12.1 The Client undertakes not to enter into any direct or indirect cooperation with the Employees of the Service Provider during the term of the Agreement and for a period of thirty-six (36) months after its termination, unless with prior written consent from the Service Provider.

- 12.2 If the cooperation between the Parties involves multiple agreements, the longest Agreement will be considered for the application of this Clause 12 .
- 12.3 In case of a violation of this Clause 12 , the Client owes the Service Provider a compensation that at least corresponds to the total gross remuneration (excluding any employer's contributions) of the recruited Employee during the past eighteen (18) months. If the involved Employee was employed by the Service Provider for less than eighteen (18) months, the last gross remuneration multiplied by eighteen (18) is taken as the basis. This is without prejudice to the Service Provider's right to claim further damages.

Clause 13 - Processing of personal data

- 13.1 The Client confirms being aware of the Service Provider's privacy policy (available at all times at: www.denp.be/privacy-en-cookies). In the aforementioned privacy policy, the Client finds further information about the processing of personal data by the Service Provider, the purposes of the processing, the categories of personal data involved, the method of data collection, the retention period of the personal data, and how the data subject can exercise their rights and make their privacy choices.
- 13.2 If Parties process personal data (such as identification data or contact details), this is done in compliance with all legal obligations, including Privacy Legislation.
- 13.3 The Client is responsible for the personal data it provides to the Service Provider and declares and guarantees that all personal data provided by or on behalf of the Client to the Service Provider has been collected in compliance with Privacy Legislation. The Client shall indemnify and hold the Service Provider harmless from any claim or other damage, of any kind, that the Service Provider may suffer as a result of the Client's non-compliance with one or more obligations under the Privacy Legislation that apply to the Client.
- 13.4 The Client declares that it has obtained all necessary approvals from the data subjects or that the processing of personal data is lawfully based on the appropriate processing grounds, making the use and processing of personal data in the performance of the Agreement lawful and not infringing on the rights of any data subject or third party. The Client declares that it has implemented all appropriate technical and organisational measures. Finally, the Client acknowledges that it will comply with the principles regarding the processing of personal data, as defined in the GDPR.
- 13.5 The Parties expressly commit to complying with the General Data Protection Regulation (GDPR), which came into effect on 24/05/2016 and has been applicable since 25/05/2018, and have, if necessary, concluded a Data Processing Agreement in accordance with Article 28 GDPR.

Clause 14 - Force majeure

- 14.1 The Service Provider shall not be liable for any delay resulting from circumstances or causes beyond its reasonable control, including, but not limited to, acts or omissions or the failure of the other Party to cooperate (including, but not limited to, entities or persons under its supervision, or any of their respective directors, officers, employees, other staff, and representatives), fire or other accidents, epidemics (such as a pandemic flu outbreak), strikes or labour disputes, war or other acts of violence, acts of government, power outages, internet or other communication network failures, unavailability of one or more Employees at the Service Provider, defects in goods, infrastructure, equipment, software programs ('*programmatuur*' in the original Dutch document) or materials of the Client, and delays or non-performance by the suppliers of the Client or the Service Provider.
- 14.2 If the force majeure situation lasts longer than sixty (60) days, the Service Provider has the right to terminate the Agreement, without prior judicial intervention or further notice and without any compensation being due by the Service Provider.
- 14.3 Since the Client's obligation to the Service Provider essentially constitutes a payment obligation, force majeure on the part of the Client is expressly excluded.

Clause 15 - Hardship ('imprevisie', in Dutch)

- 15.1 In the event of a fundamental change in circumstances or conditions, not attributable to the Service Provider, which unfairly burdens its contractual obligations towards the Client, the Parties commit to renegotiating the terms of the Agreement to jointly reach a fair solution for the continuation of the Agreement. The aim is to achieve a similar balance between the contractual obligations of the Parties as the balance that existed when the Agreement was entered into.

- 15.2 If the Parties cannot agree on whether there have indeed been fundamental changes in circumstances or conditions, as referred to in the previous paragraph, both Parties shall appoint an expert, possibly assisted by a third party, to determine whether such conditions or changes have occurred.
- 15.3 In the absence of a positive response from the Client to enter into renegotiations within one month after the Service Provider has requested this by registered letter, the Service Provider shall be entitled to terminate the Agreement by registered letter, subject to a notice period of three (3) months, without being obliged to pay any compensation.

Clause 16 - Liability

- 16.1 Any complaints regarding the Services of the Service Provider must be reported in writing and no later than ten (10) working days after the defect or incorrect performance of the Services should have been discovered, failing which the Client can no longer assert any rights or claims in this regard.
- 16.2 The liability of the Service Provider for damage or loss resulting from defective Services is limited to the Service Provider's obligation to one or more of the following options, at the Service Provider's discretion: (1) crediting the relevant (partial) invoices related to (the relevant part of) the defective Services; (2) re-delivering (the relevant part of) the defective Services at no additional cost; (3) repairing the defective Services at no additional cost;
- 16.3 The liability of the Service Provider towards the Client for damage or loss resulting from defective Services is in any case (per year) limited to an amount equal to the amount the Service Provider has invoiced and received from the Client during the three (3) months preceding the event causing the damage.
- 16.4 The non-contractual liability of the Service Provider, its Employees, and auxiliary persons is excluded with regard to shortcomings during the execution of the agreed Services.
- 16.5 Notwithstanding the provisions of Clause 16.3 of these General Terms and Conditions, the liability of the Service Provider is in any case limited to the items and amounts for which the Service Provider is insured, and which are included in its Professional and Civil Liability policies. The full policies are available for inspection at all times at the registered office of the Service Provider and will be provided to the Client in copy upon first request. If no insurance coverage is provided, the amount of the Service Provider's maximum liability shall be limited to 25,000.00 EUR.
- 16.6 The liability of the Service Provider for damage or loss resulting from a defective Service never includes indirect or consequential damage or loss, such as, among other things, loss of profit, reputational damage, loss of data, etc.

Clause 17 - Suspension

- 17.1 If the Client fails to fulfil its contractual obligations, the Service Provider may, after notice of default and without the Service Provider being held liable, suspend, block, limit, discontinue, or cancel the Client's right to further performance of the Agreement. Before suspending its obligations, the Service Provider shall notify the Client of the default by registered letter and allow a period of fifteen (15) days to rectify the contractual breach.
- 17.2 All costs and charges (penalties and interest) arising from the suspension of the Agreement pursuant to Clause 17 of these General Terms and Conditions are borne by the Client. The Service Provider is entitled in all circumstances to payment of the fees and costs related to the Services already performed.
- 17.3 Suspension entails the unavailability of the Services. The Client acknowledges and accepts all consequences and damage or loss resulting from the suspension. The aforementioned suspension of the Agreement ends when the Client has rectified the breach or resumes its contractual obligations.

Clause 18 - Termination

- 18.1 If the Client wishes to terminate the Agreement of indefinite period with immediate effect or cancels an Agreement for a fixed period, without any breach by the Service Provider of its obligations, the Client owes the Service Provider, in addition to the outstanding invoice amounts, possibly increased with interest and costs, a termination fee at least equal to 25% of the fees the Service Provider has invoiced to the Client for the performance of the Agreement in the twelve (12) months prior to the notice of termination, with a minimum of 2,500 EUR and without prejudice to the Service Provider's right to claim any damage or loss suffered.
- 18.2 The aforementioned termination fee is due as a mandatory consideration for the exercise of the Client's (immediate) termination right.
- 18.3 Services already performed or costs incurred must be reimbursed at the agreed price and are not included in the above-mentioned termination fee.

Clause 19 – Consumer regulations

- 19.1 If the Client has the status of a consumer in accordance with article I.1, 2° Code of Economic Law (Wetboek van economisch recht, WER) and the Agreement was concluded remotely, the Client has the right to withdraw from the Agreement within a period of fourteen (14) days from the Commencement Date without giving any reason.
- 19.2 The Client must exercise its right of withdrawal in an unambiguous manner and notify the Service Provider in writing by post or email.
- 19.3 In the case of Clause 19.1 of these General Terms and Conditions, the Service Provider will only start providing the Services after the expiry of the fourteen (14) day withdrawal period, except in cases where the Client expressly and in writing agrees to the immediate commencement of the Services.
- 19.4 If the Client has requested the Service Provider to begin the execution of Services during the withdrawal period in accordance with Clause 19.3 of the General Terms and Conditions, the Client waives the right of withdrawal and is obliged to reimburse all services delivered by the Service Provider up to the withdrawal, without prejudice to the Service Provider's right to a termination fee as stipulated in Clause 18 of the General Terms and Conditions.
- 19.5 With regard to the Client as a natural person, the termination and cancellation fees between the Parties are reciprocal.

Clause 20 - Termination

- 20.1 The Service Provider has the right to terminate the Agreement with the Client at any time, with immediate effect, without judicial authorisation, after prior notice of default and without payment of any compensation in the following cases:
- If the Client, despite the aforementioned written notice of default with a period of fifteen (15) calendar days, fails to (timely and properly) fulfil one or more substantial obligations arising from the Agreement (both explicitly and implicitly due to the execution in good faith);
 - If the Client is declared bankrupt or has filed for bankruptcy;
 - If the Client is in a judicial reorganisation procedure;
 - If the Client is in a liquidation or dissolution procedure;
 - If the Client has ceased its activities;
 - If the control over the Client changes;
 - If an attachment is made on (part of) the Client's assets;
- 20.2 In the event the Agreement is terminated to the detriment of the Client, all claims of the Service Provider against the Client become due and the Service Provider is entitled to compensation equal to at least 35% of the fees that the Service Provider has invoiced to the Client in the twelve (12) months preceding the termination with a minimum of 3,000 EUR and without prejudice to the Service Provider's right to claim compensation for actual damage or loss.

Clause 21 – Consequences of termination

- 21.1 The agreements and obligations of the Client included in the Agreement, specifically Clauses 8, 9, 11, 14, and 16 of these General Terms and Conditions, will continue to exist for a period of ten (10) years from the termination or expiration of the longest-lasting Agreement.

Clause 22 - General provisions

- 22.1 The Service Provider reserves the right to transfer its rights and obligations to third parties, without the Client's consent. The Client may only transfer its rights and obligations arising from the Agreement with the prior written consent of the Service Provider.
- 22.2 If any provision (or part thereof) of the Agreement is unenforceable or conflicts with a provision of mandatory law, this will not affect the validity and enforceability of the other provisions of this Agreement, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or conflicting with a provision of mandatory law. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and valid provision that closely aligns with the purpose and intent of the original provision.
- 22.3 Any waiver of rights must be made in writing, unless expressly stated otherwise. The mere fact that a Party has not or not immediately exercised any right under the Agreement or has allowed the other Party a period to fulfil its obligations under the Agreement shall not constitute a waiver of the relevant right or a waiver on the part of that Party.
- 22.4 It is assumed and agreed that each of the Parties is an independent contracting party and that neither Party is or is presumed to be an intermediary, distributor, or representative of the other. Neither Party shall act or represent itself, directly or

indirectly, as an intermediary of the other or assume or create an obligation in any respect for the benefit of or in the name of the other.

- 22.5 The amounts as communicated in Clauses 10.3, 11.5, 18.1, and 20.2 of these General Terms and Conditions may be indexed in accordance with Clause 10.8 of these General Terms and Conditions.
- 22.6 Unless expressly stated otherwise, all remedies, compensations, and sanctions specified in the Agreement are cumulative, non-exclusive, and do not exclude the application of civil law remedies, compensations, or sanctions.

Clause 23 - Applicable law and jurisdiction

- 23.1 The interpretation and performance of the Agreement are governed by Belgian law.
- 23.2 The courts and tribunals of the district where the Service Provider's registered office is located have jurisdiction.